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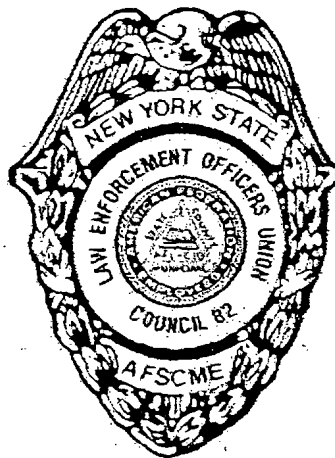
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POL/8733

**AGREEMENT**  
**BETWEEN**  
**NORTH GREENBUSH PBA**  
**AND**  
**THE TOWN OF NORTH GREENBUSH**



**EFFECTIVE**

**January 1, 2006 — December 31, 2008**

**RECEIVED**

**SEP 08 2008**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## ARTICLE I - PURPOSE AND INTENT

The general purpose of this agreement are to set forth terms and conditions of employment and to promote harmonious cooperative relationships between the Town of North Greenbush and the Membership of the North Greenbush Police Benevolent Association.

In expressing their mutual desire to serve and protect the public, the parties recognize and declare that the general safety of the community is essential.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENTS OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

NOW, THEREFORE, in accordance with the New York State Public Employees' Fair Employment Act and other applicable laws, and in consideration of the mutual covenants and promises hereinafter set forth, the parties AGREE THAT:

## ARTICLE II - DEFINITIONS

1. Union- Means the North Greenbush Police Benevolent Association which represents all members of the Police Department excluding the rank of Chief.
2. Town - Means the Town of North Greenbush, a municipal Corporation, in the County of Rensselaer in State of New York.
3. Police Department - Means the Police division of the Town and includes Police Officers and Police dispatchers assigned to Police emergency communications.
4. Employer - Means the Town of North Greenbush and its body of governance.
5. Town Law - Means the laws of 1932, Chapter 634 as thereafter amended.
6. Court Appearance - Means the presence of an employee before any court, grand jury, or other public authority of Federal State, County or Town governments including agencies, boards and commissions and any other judicial or quasi-judicial bodies for the purpose of giving testimony, or when attendance may be compelled by the direction of a superior officer or by subpoena, provided such appearances provided such appearances shall be related to his duties as a law enforcement officer.
7. Police Officer - Means a sworn officer of the Town Police Department, and as defined in the New York State Criminal Procedure Law SS 1.20.
8. Employee - Means any Police Officer, whether full or part-time, of the Town Police Department; also, any civilian clerk/dispatcher, whether full or part-time, assigned to Police

Department emergency communications.

9. Full Time - Any employee appointed "full time" by the Town Board.

10. Part Time - Any employee appointed "part time" by the Town Board.

11. Grievance - Means an alleged violation, wrong, misinterpretation or unfair application of the practices, procedures, rules or regulations or orders pertaining to terms and conditions of employment, extending to and including all limited thereto.

12. Seniority - Shall mean for purposes of salary, special pays, and vacation the date of appointment to the Police Department. For the purposes of Overtime Bidding, Shift Bidding, a lay off, or job elimination shall mean the date of appointment to Job Classification or Rank.

### ARTICLE III - RECOGNITION AND BARGAINING UNIT

The Employer hereby recognizes the Association as the exclusive representative for purposes of collective bargaining in respect to salaries, wages, rate of pay, hours, benefits and other terms and conditions of employment of all employees of the Police Department, excepting and excluding the Chief of Police or any rank above Sergeant for the duration of this agreement.

### ARTICLE IV - STRIKE PROHIBITION

As required by New York Civil Service Law 210, the Association pledges and agrees that, during the duration of this agreement, for so long as it is or continues to be the recognized exclusive bargaining representative of its members, it will not engage in a strike, or cause encourage, instigate or condone a strike by its members. Similarly, the Town agrees that it will not "lock out" its employees in the Police Department or in any other way penalize or discriminate against them for the purpose of creating pressure upon such employees to accept its terms and conditions of employment.

### ARTICLE V - ASSOCIATION DUES

A. The Town agrees to deduct Association membership dues and assessments for the pay of each member of the bargaining unit who executes as "Authorized for Payroll Deduction" on a form provided by the Association.

B. Deductions shall commence with the first payroll after the Authorization form is delivered to the Town. Such form shall be submitted only once and shall be a continuing authorization.

C. Deductions made shall be remitted monthly to the Association by the Town no later than the tenth day of the calendar month in which the deductions were made.

D. Membership in the Association shall not be a condition of employment or a preference in the continuation of employment. However, pursuant to New York Civil Service Law 208(3)(b), the Town agrees to deduct from the wages or salary of each employee in the bargaining unit who is not a member of the Association, an amount equivalent to the dues levied by the Association and deducted from the wages of an Association member and to transmit such amount to the Association member as provided herein.

In the event New York State Civil Service Law 208(3)(b) expires during the term of this agreement this paragraph D may be reopened by either party upon the giving of 10 days notice.

E. Council 82 will indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Town in reliance upon dues deduction authorization cards furnished by the employees and/or Council 82 with respect to dues deductions detailed in this Article V.

## ARTICLE VI - MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The control and management of its properties and the maintenance of municipal functions and operations are reserved to the Town and all lawful prerogatives of the Town shall remain and shall be solely and exclusively the Town's rights. Such rights and responsibilities belong solely and exclusively to the Town. Except as herein provided, the Town reserves the right to abolish and eliminate any position it deems necessary in order to meet or satisfy budgetary concerns in accordance with seniority as established by Civil Service Law with, Separate Seniority lists shall be maintained for this purpose, one for sworn Police Officers and one for non-sworn employees. In both cases part time positions shall be eliminated first. The lists are separate, therefore the Town must eliminate all part timers on a list before eliminating any full time positions. However, the Town can eliminate from either list without touching the other; i.e., the Town can lay off all the part time employees and a single full timer *from one* list, without eliminating the part timers from the other list.

1. The Town shall have the right to offer any and all vacant eight hour patrol shifts to part-time police officers first based on seniority. If no part-time officer is available to work a vacant shift, the Town will then offer that shift to a full-time police officer for overtime, based on the full-time seniority list.

The Town shall have the right to *offer* any and all vacant eight hour Communication (Dispatcher Shifts) to the part-time Dispatchers first based on the seniority list. If no part-time Dispatcher is available to work a vacant shift, the Town will then *offer* that shift to a full-time Dispatcher for overtime, based on the full-time seniority list. If vacancies still exist, the Chief may schedule the flex officer to fill the vacant shift as long as it does not conflict or violate Article X sub 13, 14, 15.

a. When filling a vacant shift, every reasonable effort shall be made to contact with each and every member in the order prescribed. When possible, the person directed to fill the shifts will wait a minimum of 10 minutes for a response prior to contacting the next person on the list.

b. Once an answer is received by a member there is no need to wait. If need be the filler should continue to the next officer as per the overtime fill list.

c. Should an officer be called and no response is received within ten minutes and the filler proceeds with the list, then the passed over officer calls prior to anyone else accepting the shift, the first officer will be awarded the shift.

d. When a shift is not bid and management as to "order in an individual or individuals" the person(s) ordered in should be ordered in reverse seniority. The least senior man first and so on. At no time unless there is a catastrophe, may the Chief order any one person to work more than 16 hours during any period of time between 0001 hours on Sunday and ending at 2400 hours on Saturday.

3. If the Town can demonstrate that there is a need for a specific employee to work a detail or assignment that employee may be so assigned by the Chief. Factors to be considered are training needed to perform the task, does the task require a supervisor, and for what reason are other employees disqualified. It is important that details and extra shifts are not used as rewards or punishment. That whenever this need can not be established that the overtime shift bidding procedure above be used to fill the time, except in the situations below.

4. Employees will not be required to bid for court time, when there is a need for shift coverage of four hours or less the Town can call on an employee of the adjoining shift to come in early or stay late, whatever the case may be, however the most senior employee of such adjoining shift, (determined by of list) will be offered the shift first. Also, there investigation that a member is involved with.

## ARTICLE VII - PERSONNEL CHANGES

A. Except as otherwise provided in this agreement, all personnel changes affecting full-time employees shall be consistent with and pursuant to Article V of the New York State Civil Service Law B. In the event the Employer decides to lay off bargaining unit employees, whether full or part-time, the employer shall notify the Union in writing of its intent at least thirty calendar days prior to the date that the proposed action is to take effect. The Town Board shall meet with the Union for the purpose of reviewing the anticipated layoff and seeking alternative solutions no later than Twenty days prior to such order taking effect. (Except D-3).C. No layoff shall occur without the Town giving thirty days notice to the effected employee(s) (Except )D-3).D. All layoffs shall be based on seniority (except D-3). The Town will maintain lists of employees in the following classifications: full-time police officers, full-time dispatchers, part-time police officers and part-time dispatchers. The seniority for this section is based on the date of first appointment to such position minus any times for layoffs or leaves of absence.

1. Any or all part-time positions in a certain category may be laid off or eliminated without effecting the other; i.e., the Town could eliminate 3 part-time police positions and not effect the part-time dispatchers. The opposite is also true.

2. Part-time jobs in each category are the first to be eliminated. There will not be any full-time layoffs while there are still part-time employees of same category still on the payroll.

3. Part-time officers will be scheduled for or offered at least six hundred hours of work per year. If they are and are not able to fulfill this obligation, it is at the Town Board's discretion whether or not to reappoint this officer in January of each year. If they are not offered these hours or if they work six hundred hours or more, the officer will be reappointed automatically.

#### ARTICLE VIII - RIGHTS OF EMPLOYEES

A. Employees hold the status of public officers by the nature of their office, employment and duties.

B. The well being of the community depends to a large extent upon the manner in which employees perform their duty. Thus, their employment is in the nature of a public trust.

C. The powers and duties given to the department and its employees involve them in all manner of contracts and relationships with the public. Out of these contacts may come complaints concerning the conduct of employees of the department. When such a complaint is received, it is vital for all that an investigation is conducted to determine the validity of the complaint.

1. The questioning of an employee shall be at a reasonable hour, preferably when such employee is on duty, unless the urgency of the investigation dictates otherwise. If such employee's time is lost, such employee shall therefore be compensated pursuant to the provisions of this agreement.

2. Questioning shall take place either at the police station or another Town office at the election of the Chief or his designee or at such other place as to which the employee may agree.

3. The employee shall be informed of the nature of the investigation and the name(s) of the complainant(s) when known.

4. The questioning shall not be overly long. Reasonable respites shall be allowed.

5. The employee shall not be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

6. An employee who is under arrest or who is a suspect in a criminal investigation or whose arrest may be occasioned as a consequence of his interrogation or who may thereby be



placed in jeopardy of personal freedom or employment shall be afforded all constitutional rights prior to and throughout the investigations.

7. Records involved in the investigation, if any, shall be the property of the Town but a copy will be made available to the employee upon request.

8. In all cases, the Town shall afford a reasonable opportunity upon request, to consult with counsel and/or his Association representative before being questioned concerning a violation of law or of the rules and regulations. Counsel and/or a representative of the Association may be present during interrogation.

D. No entry shall be placed in the employee's personnel file without the giving of notice thereof to the employee within five (5) days of the making of such entry. Every employee shall have the right to examine his personnel file at any reasonable time upon request and shall be permitted to submit written explanation, for inclusion in his file, of in such file.

E. In the event that an investigation results in the institution of disciplinary action, a representative of the Union, at the request of the employee shall be entitled to participate in all stages of the proceedings and shall be provided with a copy of all charges all specifications, recommendations, and decisions, if requested by the employee. Such Union representative shall be released from his regular duties without charge-back of time or deduction of wages.

F. Unless the affected employee should otherwise agree, with prior notice to *the* union, all disciplinary proceedings shall be controlled by Article 5 of the Civil Service Law of the State of New York.

## ARTICLE IX - GRIEVANCE PROCEDURE

### A. DECLARATION OF BASIC PRINCIPLE

Every employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation of his own choosing at all stages of the grievance procedure. A grievance is defined as an alleged violation or misinterpretation of the provisions of this agreement.

For the purposes of the article, a "day" shall be a business day, Monday through Friday, excluding weekends and holidays.

## B. INITIAL PRESENTATION

Any employee who claims to have a grievance shall present the grievance to the grievance chairperson in writing. The grievance chairperson shall present the grievance to the Chief of Police in writing within ten (10) business days of the grieved action. The Grievance Chairperson shall discuss the grievance with the Chief of Police. Within ten (10) business days after presentation of the grievance, the Chief shall make his/her decision and communicate the same in writing to the Grievance Chairperson and to the Union. If no answer is received, the union must move the grievance to the next step within ten (10) business days or the grievance shall be deemed resolved and no further force or effect.

## C. SECOND STAGE

If the employee is not satisfied with the decision of the Chief of Police or in the event the Chief of Police has not communicated his decision within ten (10) business days, the employee, through the Grievance Chairperson may appeal in writing to the Town Board. Such appeal shall be filed in the office of the Town Clerk and with the Town Supervisor within ten (10) business days of the Chief's decision or within ten (10) business days after the Chief's time to respond has passed without written decision. A decision shall be made by the Town Board and communicated to the Grievance Chairperson and to the PBA within thirty (30) business days of its receipt.

## D. THIRD STAGE

If no decision is communicated by the Town Board within the time allotted, or if the decision is not to the satisfaction of the employee, the employee may demand arbitration of the issue within ten (10) business days after the Board's time to answer has passed without a written decision. Such demand shall be processed in accordance with the rules and procedures established by the New York State Public Employment Relations Board for the resolution of the grievances. The fees and expenses of the arbitrator shall be paid by the losing party and not shared equally by the parties. All decisions of the arbitrator on the issues submitted to him or her shall be binding upon all parties. Compliance with the steps and time frames contained herein shall be a condition precedent to arbitration.

## ARTICLE X - WORK TIME

### A. Regular work hours

1. The basic workday or shift shall consist of eight consecutive hours.

A. The three primary shifts in a twenty-four (24) hour work day will be referred to as:

A Line 2300 - 0700

B Line 0700 - 1500

C Line 1500 - 2300

B. A fourth shift which can be staffed at the Chiefs discretion by Relief Officer position and part time police officers only will be referred to as :

D Line 1800 — 0600 Any employee assigned to this shift shall be assigned to eight (8) consecutive hours.

1. All shifts shall include a half hour paid break for food and sustenance. Dispatchers working an eight-hour shift shall have up to a one half-hour meal break away from the work area when there are at least three officers assigned to that shift. Dispatchers shall be relieved and provided a one half hour meal break at the police station when there are only two police officers assigned to that shift.
2. No employee may work more than sixteen (16) continuous hours. After working sixteen (16) continuous hours an employee must have an eight-hour rest period before receiving any further assignments.
3. All full-time employees shall be scheduled to work a regular eight hour shift which shall have a fix starting and quitting time as defined in A-1-A of this article.
4. The regular workweek shall be determined by a seniority bid. The bid shall be for the duration of four (4) months and be held under the following conditions.
5. Three (3) bids a year: Bid 1 Jan 1-Apr 30, Bid 2 May 1 - August 31, Bid 3 Sept 1 - Dec 31.
6. Bid will be based on members seniority at present title. A seniority list will be posted continuously. Bids shall be for shifts only, days off will be rotating.
7. Sergeant shall be restricted to bid only Sergeant's positions.
8. The days off will be rotating, and will rotate as follows: 1. Sunday & Thursday, 2. Tuesday & Wednesday, 1 Monday & Saturday.
9. The Bid shall commerce on the first day of the month prior to the start of the bid.
10. Any member can take a maximum of forty-eight (48) hours to reach a decision on which position to be bid. When three Sergeants are bidding, it is agreed that if the third Sergeant ends up on the same shift for three consecutive bids, the third Sergeant will be the first to bid a Sergeant's job on the subsequent fourth bid.
11. Any time there are ten (10) or more full-time police officers on the bid, the last position in the bid shall be a relief position. The relief position is intended to give the administration some

flexibility in scheduling.

12. Relief officers shall be Police Officers, Sergeants cannot be relief officers.
13. Relief officers will be scheduled every three (3) weeks. They will receive a three (3) week schedule not later than ten (10) days from the start of the next month's schedule.
14. The relief officer will work a five (5) day work week with two consecutive days off.
15. The relief officer will be scheduled for forty hours per week. However the Chief may exercise the following option in scheduling the relief officer: thirty two consecutive hours on the same shift A, B, C, D line) and eight (8) consecutive hours on another shift.
16. Part-time employees shall not work more than 40 hours in any one week. (Sunday-Saturday)

## B. WORK SCHEDULES

1. Work schedules shall be posted on the bulletin board.
2. All schedules shall be posted ten (10) days prior to the schedule taking effect.
3. The employees shall have right to exchange a shift with each other providing they receive the approval of the Chief or acting Chief.
4. Except as herein provided, the Town agrees to continue staffing levels in existence at the time of the execution of this agreement and may increase the same. The Town and the PBA agree that the staffing level is defined as will be at least two Police officers per shift (with the exception of D Line), for each of the shifts in a day. Also, a dispatcher for the B & C lines each day.

## C. WORK DISTRIBUTION

1. The Town shall distribute all work *over* and beyond ordinary patrol shifts by use of the overtime call out sheet. The same policy applies to civilian dispatchers. The only exception shall be the Town can eliminate officers based on a lack of a necessary skill. Attributes such as instructor certificates needed, Radar-Breath test operator certificates or any other qualification that is needed in order to complete the assignment.

#### D. OVERTIME

1. Any full-time employee working in excess of the basic forty (40) hour work week appropriate to his class as elsewhere set forth in this agreement, or working more than eight (8) consecutive hours in any one shift, or on duty court appearance or recalled to duty for any reason, shall be compensated at one and one-half times his regular hourly rate of pay for each one hour of overtime service.

2. Any employee entitled to overtime wages may, elect to take compensatory time in lieu of cash, in which event he shall be allowed one and one half (1 1/2) hours of compensatory time for each hour of overtime.

a. Compensatory time use -- two step use of comp time

1. The first 80 hours of compensatory time accumulated can be used regardless if in using the compensatory time, it creates overtime. 96 hours of notice must be submitted.

2. Hours 81 to 180 hours can be used with 96 hours prior notice when such time does not create overtime. However, if the requested time creates overtime, such time may be approved at the chief's discretion. Once the time off is approved it will not be rescinded.

~~3. The employee may elect to accumulate compensatory time over and above 181 hours.~~

b. Compensatory time can be accumulated starting January of any year. Balances on record at the end of December of any given year will be paid to the employee, in a separate check, on the second pay day in January.

c. Compensatory time may be used by an employee with ninety six hours notice to the Chief of Police.

3. Call back shall be a minimum of three (3) hours. Any member who shall be called back to duty shall be compensated at a pay rate of time and one-half per hour for each hour worked, based on the respective member's regular hourly wage. Call back to duty shall mean returning to active duty with the Police Department, as well as being required to appear or give testimony before any Grand Jury, court, departmental or agency hearing, which may compel a member's attendance, either by subpoena, written notice, or by direction of a superior officer. This shall not, however, include testimony on behalf of the Union or one of its members at a grievance arbitration or disciplinary proceeding.

This callback provision shall not apply in any case when a call back to duty is a direct extension of a regularly scheduled tour of duty for that member. In this case, the member shall be compensated in accordance with the standard overtime provisions as detailed in this contract.

4. Any employee required to stay fifteen (15) minutes past the end of his shift to calls, delayed relief, etc. will be paid for one half (1/2) hour overtime. Anytime more than this will be accumulated as the actual time worked.

## E. OUT OF GRADE WORK

1. Any employee who is temporarily assigned to perform the duties of a higher grade or rank shall be compensated as follows:
  - a. In the event of consecutive absence of Sergeant of the Chief for a period of one week or longer, when there are less than three supervisors available, a patrol officer designated by the Chief shall be upgraded to supervisory capacity and compensated an additional \$15.00 per day.
  - b. In the event the Chief is unavailable, or is consecutively absent for a week, an acting Chief shall be appointed at the rate of \$25.00 per day.

## ARTICLE XI - SENIORITY

1. Seniority date of appointment to department shall prevail in selection of vacation, special pays.
2. Seniority for shift bidding, open shifts and job elimination shall be by date of appointment to rank.
  - a. Full-time police members are always senior to part-time members.
  - b. The Town and PBA agree that the list currently being used is correct. That officers being appointed from part-time police officer or dispatcher (PT or FT) or new hires will be placed on the full-time seniority list by date of appointment to full-time police officer.
3. Included for purposes of Seniority shall be time spent in the armed forces of the State or Federal Governments while on military leave from the Police Department, time lost from duty by reason of duty related disability, by sick leave, or by other authorized leave of absence. Leave of absence to engage in other employment or field of endeavor shall not be included. Leave of absence to engage in a law enforcement function shall be included for maximum of one year from granting of such leave.
4. Seniority shall be lost for the following reasons:
  - a. resignation
  - b. dismissal without reinstatement, reinstatement shall restore seniority
  - c. retirement
  - d. failure to return to work after expiration of approved leave of absence
  - e. failure to return to work when recalled from layoff.

## ARTICLE XII - HOLIDAYS

- A. In addition to wages, salaries and other compensation elsewhere provided in this agreement, all full-time employees shall be paid for the following holidays, whether or not they are worked, as set forth below. The Holiday will start at 23:00 hrs on the day prior and run

through 23:00 on the day of the Holiday listed below:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

As defined by the NY Unconsolidated laws section 971 part-time employees shall be paid for the following holidays. (Dates are listed above.) Part-time employees only receive pay for holidays that they work. They receive 1.5 x rate of pay for each hour worked on a holiday.

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
Independence Day	Friday following Thanksgiving
Christmas Day	

B. Full-time employees shall receive eight (8) hours regular pay for each of the thirteen (13) holidays described above. Any full-time employee assigned to work on any holiday shall receive his holiday pay at a rate of time and one half times for the number of hours worked on the holiday.

C. Part-time employees shall receive their holiday pay, for holidays actually worked, as stated in Section B of this article.

D. All holiday pay shall be accumulated and paid once annually as a separate lump sum check paid on the following dates:

Holiday pay will be paid on the first Wednesday in December of each year.

### ARTICLE XIII – EARNED VACATIONS

A. Earned vacation leave is an authorized absence from duty, with pay, and shall accrue from the employee's first date of appointment and shall be determined in the following manner:

Full-time employees	Vacation Time Due
1 - 3 years of service	2 weeks (10 days)
4 - 10 years of service	3 weeks (15 days)
11 - 15 years of service	4 weeks (20 days)
16 - more years of service	5 weeks (25 days)

B. Earned vacation time shall be selected on the basis of seniority with the bidding to start on May 1 and conclude on May 20. This is for the purpose of bidding vacation during June, July, and August. The list will be posted no later than May of the current year.

C. Employees wishing to take a week or more of vacation (outside of the June, July, August posting) must submit their request to the Chief of Police in writing at least three (3) weeks in advance.

D. Employees wishing to take less than one (1) week of vacation time, must submit their request in writing to the Chief of Police no later than (72) hours prior to requested time off. Periods of less than one (1) week will be granted at the discretion of the Chief of Police.

E. Full-time employees may, at their option, take cash payment in lieu of vacation time, but only forty (40) hours in a calendar year may be cashed in.

F. Any full-time employee who leaves the Department prior to having taken his earned vacation for the year shall be paid the full amount of vacation time due with his final paycheck.

G. Any employee entitled to earned vacation who expires prior to the receipt of his vacation time shall have said time due paid to his heirs or estate.

H. A leave of absence without pay, or a resignation followed by reinstatement or re-employment in the Town within one year following such resignation, shall not constitute an interruption of continuous service for the purpose of the section, provided, however, the time between the resignation or leave and reinstatement where the employee is not in service to the Town of North Greenbush shall not be counted in determining eligibility for additional vacation leave credit under this article.

I. Employees may accumulate vacation to a maximum of six (6) weeks. The employees with more than six weeks vacation time must then schedule the time off within a reasonable amount of time or may be compensated by the Employer with the time over six weeks, in accordance with subdivision E of this section.



## ARTICLE XIV - LEAVES

### A. Bereavement

All full-time employees shall be granted up to three (3) consecutive calendar days with pay due to death in one's immediate family, the last day of which shall be the day following the funeral. The term "immediate family" shall mean natural parents or foster/step parents, or grandparents, children, brother, sister, spouse, mother and father in law, or any relative in the household of the employee.

### B. Personal Leave

All full-time employees shall be entitled to personal leave. Personal leave requires the giving of forty-eight (48) hours notice to the Chief of Police except that such notice need not be given in an emergency. Each full time employee shall receive thirty-two (32) hours personal leave per calendar year calculated from date of employment.

### C. Military Leave

As more fully set forth in the New York Military Law 242 and consistent therewith, all full-time employees who are members of the National Guard of any military reserve organization and who are required to attend training sessions, exercises or attend to other lawful military duty shall be granted leave with full pay for the maximum period allowed in such statute and such leave will not be charged to any vacation or other leave provisions of this agreement.

### D. Examinations

Employees shall be allowed all necessary time off at full pay to take Civil Service or Municipal Police training examinations related to their position within the department or for promotion therein. No employee given such time will be required to work as of and after 11:00 PM (A-Line shift) of the night preceding the examination. Employees allowed such time off that are working B or C Line shifts may be required to report back to work to complete their tour of duty.

### E. PBA Business Leave

The president or his/her designee and the vice president shall be allowed all necessary release time with full pay to participate in negotiations with the employer or connected therewith if conducted during their regular duty hours, to adjust grievances and to participate in all hearings and functions pertaining to the implementation of this agreement. The president and the vice president or his/her designee shall be entitled to a maximum of three (3) days release time at full pay to attend regional and state conferences or affiliated associations or organizations.

F. Sick Leave

1. All full-time employees shall be entitled to sick leave.
2. Full-time employees, will be credited with one day of sick leave *every* four weeks for a total of thirteen (13) days annually. The maximum accumulation of one hundred and fifty five (155) days.
3. An employee absent because of sickness or injury shall notify the office of the Chief of Police of such absence and the reason for the absence as soon as practical before the beginning of his scheduled shift.
4. No employee shall be required to present medical confirmation or verification of his illness unless he has been absent for three (3) consecutive shifts or unless the Chief of Police has good and sufficient cause to believe there has been an abuse of sick leave.
5. Upon separation from employment, the Town shall give full-time employees cash payment for any unused sick leave, up to a maximum of fifteen (15) days.
6. Upon retirement, the employee shall have the option to use one-half (1/2) of accumulated sick leave at that time as a cash payment or be able to use <sup>1/2 of 100%</sup> the accumulated sick leave to pay the employees contribution towards Retiree Health Insurance. The maximum days accumulated shall be 155 days. Dividing the gross amount of biweekly pay at the time of retirement by ten will determine the sick leave day rate.

Alternative source of health ins. coverage

for how long

G. Maternity/Paternity Leave

1. A person may use all accumulated vacation, sick and/or compensatory for the purpose of maternity/paternity leave. After all leave has been exhausted, an employee may take in paid leave. A total of twelve weeks (paid, unpaid or combination) leave will be allowed for this purpose.
2. Maternity/Paternity leave begins upon receipt of written notification from the employee's physician stating that the employee may no longer work or upon birth/adoption of the child.

H. Jury Duty Leave

1. Leave of Absence: In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.
2. Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Chief of Police. The notice must contain the employee's jury identification number.
3. Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled work day, the employee

must report to work. The employee will be allotted time to return home and prepare for work.

#### ARTICLE XV - HEALTH, MEDICAL AND DENTAL INSURANCE

A. The Town shall continue to provide all full-time employees the following plans of insurance:

1. The Capital District Physicians Health Plan
  - a. Hospitalization 100%
  - b. Preventive Care
  - c. Emergency Care
  - d. Maternity Benefits
  - e. Prescription Plan
2. GHI Dental coverage plan
3. Vision coverage plan – availability to all full-time members at the execution of this agreement.

B. The Town shall contribute one hundred percent (100%) of the annual premiums for individual coverage for all full-time employees for the insurance plan and shall contribute fifty percent (50%) to the annual premiums for coverage of the dependents of all full-time employees under the plans. In the event the full-time employees wish not to participate in the individual insurance plan provided by the Town, the Town will pay the full-time employee fifty-five percent (55%) of the cost of the individual plan. This agreement will be signed by participating member and Town, not later than the 15<sup>th</sup> of December of the previous year. The Town agrees to pay the participating member the buy back payment in a separate lump sum check. This check will be payable on:

*Alternative  
sources of  
health  
coverage*

The first Wednesday in December of each year.

C. In the event the Town changes carriers or becomes self-insured after the date of the execution of this agreement, it shall continue the coverage's at least equivalent to those provided to employees and their dependents at the time of the execution of this agreement.

D. All eligible employees shall be covered for death benefits as provided in the New York General Municipal Law 208 B & C.

E. In the event that, at any time during the term hereof, the Town increases, improves or otherwise enriches the benefits of any medical or dental insurance or similar programs for any employees outside of the bargaining unit, then and in any such event, the Town shall provide the same additional benefits immediately to members of the bargaining unit at no additional cost to the member.

F. Retiree Health Insurance – Employees who reach retirement and have at least 10 years of service with the North Greenbush Police Department, or who have been injured in the line of duty at any point during their service with the Town of North Greenbush (and are unable to continue working) can continue to receive health insurance benefits. Such benefit shall be provided with the same employee contribution as active members are making in accordance with Article 15 (B). A retiree shall be able to use accumulated sick leave in accordance with Article 14, Section F (6) to pay the employees contribution portion. The value of sick time shall be calculated on the rate of pay on the employees last day of service.

#### ARTICLE XVI - RETIREMENT PLAN

A. The Town shall participate in the New York State and Local Police and Fire Retirement System and shall provide to all employees, without contribution by or cost to such employees, the following plans:

1. Continuation where necessary of the twenty-five (25) year retirement plan as fully set forth in Section 384, 375 b-c-e-g-i, of the New York Retirement and Social security Law.
2. The twenty year retirement plan as fully set forth in Section 384-d of the New York Retirement and Social Security Law.

#### ARTICLE XVII - UNIFORMS AND EQUIPMENT

A. Uniforms and equipment shall be furnished at no cost to all police officers at appointment as follows:

1. One winter jacket with zip in liner
2. One bullet-proof vest, one inside and one outside quilted over -- new
3. Full-timers receive three (3) pairs of year round pants and two (2) for part-timers
4. Full-timers receive three (3) long sleeve shirts with insignia patches and usual police pockets – part-timers receive two (2)
5. Full-timers receive three (3) short sleeve summer shirts with insignia and patches and pockets – part-timers receive two (2)
6. One service cap (hat)
7. Two (2) uniform neckties with one Town police tie bar
8. One trouser belt
9. One pair of winter gloves
10. One police windbreaker type jacket
11. One police raincoat
12. One rain cover for cap
13. One pair of shoes with rubber boots or foul weather boots.
14. One police equipment belt
15. One gum holster
16. One set of collar brass
17. One handcuff case

18. One set of handcuffs and keys
19. One double magazine holder
20. One nightstick and belt ring
21. One three-cell flashlight with holder
22. One .45 caliber semi-automatic firearm
23. Fifty rounds of service ammunition
24. Three (3) police badges — one for service cap, one for tunic and one for concealed carry.
25. Police ID card
26. Mace/holder
27. Cut Resistant Leather Gloves

1. The Town, understanding the importance of the bullet proof vest, will replace expired vests according to B.M.P. or manufactures recommendation.
2. The part-time clothing allowance shall be based upon the number of hours worked in the previous year by the employee. To receive the full uniform allowance the employee must have worked 600 or more hours the previous year. Should an employee work less than 600 hours, said employee's uniform allowance would be prorated to match the number of hours worked (i.e. a part-time employee works 300 hours and would receive half his allowed uniform allowance).
3. Clothing and equipment damaged as a result of a job related activity other than normal wear and tear, and deemed unusable by the Chief of Police, will be replaced by the Town. Should the damage or loss occur as part of a crime, the Department will ensure the proper prosecutor is notified so that the Town may recover any moneys in a subsequent prosecution.

B. Uniforms and equipment shall be furnished at no cost to all dispatchers as follows:

1. Full-timers three (3) each of and part-timers two (2) each of long sleeve oxford style shirts and short sleeve summer polo style shirts.
2. One pair shoes
3. Police ID card

C. Uniform Allowance

Disbursement of funds on dates listed below by voucher. Any employee leaving the Town prior to December 31 shall reimburse the Town the pro rated amount of allowance not used. This amount will be withheld from the employees final paycheck.

Class	Year	Amount
FT Police	2006	\$950.00
PT Police	2006	\$425.00
PT Dispatcher	2006	\$225.00
FT Dispatcher	2006	\$550.00
FT Police	2007	\$1,000.00
PT Police	2007	\$450.00
PT Dispatcher	2007	\$250.00
FT Dispatcher	2007	\$600.00
FT Police	2008	\$1,050.00

Newly appointed employees shall receive the following at time of appointment for the first years allowance.

FT Police .....	\$250.00
PT Police .....	\$125.00
FT Disp .....	\$188.00
PT Disp .....	\$92.00

The payments will be made to the officers/dispatchers on the first Thursday in February of each year of the contract.

## ARTICLE XVIII - TRAINING AND EDUCATION

### A. Compulsory Courses

The Town shall arrange attendance upon all mandated and required courses and training programs in such manner as to allow any member to complete such course or program during his regularly scheduled tour of duty, or be required to pay the affected member time and one half. The Chief of Police may alter an employee's schedule for purposes of said courses and training.

### B. Optional Courses

Any member who attends and completes successfully an optional training or educational course related to his employment and for which not college credit is given shall, with the prior

approval of the Town Board, be reimbursed by the Town for the appropriate cost of such cost.

### C. College and Course Incentive Program

In order to enhance the professionalism of its police department in its delivery of essential services, including emergency medical care, and in recognition and encouragement of the value of education to the community and to the department and its personnel beyond minimal certification requirements, and to promote the same, the Town agrees to and shall pay to those members employees who have the following:

#### 1. College Incentive

2 Yr. Associate Degree...\$300 per year  
4 Yr. Bachelor Degree....\$600 per year  
Graduate Degree..... \$1,000 per year  
These College Incentive Pays are not cumulative.

#### 2. Course Incentives:

CPR (Certified Currently) \$100.00 per year  
Certified First Responder (Currently Certified) \$200.00 per year  
E.M.T. (Currently Certified) \$400.00 per year

The above special pays shall be paid along with longevity pay in the first Wednesday in June of each year. Longevity and special pays will be in one check.

#### 3. College Tuition Reimbursement

a. The Town agrees to reimburse college accredited courses after successful completion with a C grade or above for undergraduate courses and B and above for graduate courses.

b. The Town agrees to make funds totaling \$6,000.00 available each year 2000, 2001 and 2002 for this purpose.

c. Reimbursement shall occur in December of each year. Reimbursement is available only in the year in which an employee pays for the course. The employee must submit his/her invoice to the town payroll office and fill out the required form for reimbursement. Grades must be submitted within thirty days of receipt by the employee. If for some reason the course is not completed or the grades do not fall within the parameters of the contract it is the employee's responsibility to inform the payroll office. If payment has already been received in these cases, the employee is responsible for repayment of the tuition incentive. Employees will not be reimbursed for portions of his/her tuition that are covered by grants, or other reimbursement programs.

An employee approved for tuition reimbursement and seeking said reimbursement must submit the voucher to the Town no later than December 1 of each year.

d. Beginning in 2000, Reimbursement shall be based on cumulative claims. For example; If all claims for 2000 equal \$12,000.00, all employees submitting claims will be eligible for 50% reimbursement. If all claims for 2000 equal \$6,000.00, all employees submitting claims will be eligible for 100% reimbursement. The same will be applied for 2001 and 2002.

e. Part time employees may submit for only 40% of tuition expenses.

## ARTICLE XIX - RESPONSIBILITY, LIABILITY AND INDEMNIFICATION

### A. LEGAL COUNSEL

In the event that an employee is threatened with, or named in any town, state or federal civil action or proceeding seeking money damages arising out of an incident related to his service with the Police Department, the Town shall provide legal counsel at the Town's expense for the full defense and protection of such police officer.

### B. INDEMNIFICATION

In addition to providing defense counsel as herein above set forth, the Town shall indemnify and save harmless an employee from any judgment of any Federal, State or Town Court of competent jurisdiction whenever such civil action, proceeding or judgment is for damages, but not where the injury or damage resulted from intentional wrong doing or recklessness on the part of the employee or arose out of a claim pursuant to Section 51 of the general Municipal Law.

### C. CONSTRUCTION

The provisions of this article shall not be construed in any way to impair, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any unit, entity, officer or employee by reason of any other provisions of state or federal statutory or common law and including but not limited to general Municipal Law sections 50-c, 50-j, and 52.

### D. DUTY

Since police officers are presumed to be subject to duty 24 hours a day, seven days per week, any action taken within the Town of North Greenbush by a police officer on his time off, which would have been taken by him on active duty if present, shall be concerning such action as if he were on active duty.



## ARTICLE XX - DRUG TESTING

### DRUG & ALCOHOL PROGRAM

#### Section 1      Definitions.

(a) Restricted Period. A "restricted period" means: (1) any time the employee is entitled to compensation from the Town pursuant to a provision of this Agreement, other than non-work hours for which an employee is entitled to compensation; or (2) any time an employee is operating a vehicle or equipment owned or leased by the Town (whether or not the employee is entitled to compensation from the Town pursuant to a provision of this Agreement for such time).

(b) Drug. A "drug" is any controlled substance listed on Schedules I-V of 21 C.F.R. Section 1308.

(c) Positive Test Result. A "positive test result" means that a test performed: (1) a urine specimen provided by the employee measured an ethyl alcohol concentration in such specimen of 0.05% or more; (2) on a urine specimen provided by the employee detected any amount of a drug that is more than federal standards as are articulated in the Omnibus Transportation Employees Testing Act of 1991 and its interpretive regulations as may be amended from time to time.

(d) Urine Collection. Urine shall be collected in a manner, which provides a high degree of security for the sample and freedom from adulteration, as well as privacy for the employee. The town shall contract with an independent provider to perform all testing as stated herein. The town shall contract with Foley Laboratories, Inc. to administer the drug and alcohol program herein. If Foley is no longer in business, the town agrees to contract with an equivalent provider of testing services.

#### Section 2      Disciplinary Penalties

(a) Possession, sale, use or distribution of a drug. The possession by an employee of a drug during a restricted period shall constitute cause for discipline of the employee. The sale or distribution by an employee of a drug during a restricted period shall constitute cause for discipline or possible criminal prosecution of the employee. The actual consumption or ingestion of alcohol or a drug by an employee during a restricted period shall constitute possible cause for disciplinary action of the employee, irrespective of whether the Town elects to test the employee in accordance with Sections 3 and 4 of this Article. The possession, sale or distribution by an employee of a drug or alcohol during a restricted period when permitted to do so, due to the nature of an investigation shall not be considered in violation of this program.

(b) Positive Test Result for Drugs. Except as otherwise provided in this Section 2(b), a positive test result exceeding federal standards from a test administered as provided in Section 3 and 4 of this Article shall constitute cause for the discipline of the employee

who provided the specimen. If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Town, on a form to be provided by the Town, of the use of a prescription or non-prescription before any laboratory test is performed on the requested urine, a positive test result consistent with the ingredients of such medication shall not constitute cause for discipline. The Town may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

(c) Refusal to Provide a Urine Specimen. An employees refusal to provide a urine specimen for laboratory testing, when requested by the Town in accordance with the provisions of Section 3 and 4 of this Article, will constitute cause for disciplinary action of the employee. An employees physical inability to provide a urine specimen may not be considered a refusal to provide the specimen, in accordance to federal standards for shy bladder specified in the Omnibus Transportation Employees Testing Act of 1991 and its interpretive regulations as may be amended from time to time.

(d) Tampering with or Substitution of a Specimen. Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine specimen, whether the employees own specimen or another employees specimen, shall constitute cause for the discipline of the employee who engages in such activity.

### Section 3      Conditions for Testing

(a) Reasonable Suspicion. The Town may require an employee to supply a urine sample for testing if the Town has a reasonable suspicion that: (1) an employee has a drug or alcohol in excess of the limit specified in Section 1 (c) above, present in his body during a restricted period; or (2) that an employee was in possession of, sold or distributed a drug during a restricted period. For the purposes of the preceding sentence, a "reasonable suspicion" must be based on objective facts, including, but not limited to: (1) observation by the Town of circumstances consistent with the possession, sale or distribution of a drug; (2) observation by the Town that an employee is exhibiting irregular behavior, slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement or impaired judgment. The employee shall also be given a verbal explanation, in the presence of counsel or a union representative if requested (and if present within a reasonable short period of time) of the factual basis of the reasonable suspicion including a description of the conduct leading to the formation of a reasonable suspicion, the employees acts, the relevant dates, places and times thereof and source of information.

(b) Random Testing. During a restricted period the Town may require an employee whose designated job classification is full or part-time police officer or dispatcher, or an employee who is temporarily assigned to any such job classification, to provide a urine specimen for testing pursuant to a random selection process; provided that no employee shall be required to provide a urine specimen for testing pursuant to this Section 3 (b)

more than one (1) time per calendar year.

#### Section 4      Testing & Methodology for Urine Specimens and Laboratory Certification

- (a) Methodology. Initial testing of urine samples shall be by immunoassay procedures that conform to the requirements of the Food and Drug Administration for such tests. Urine specimens that produce a positive test result on the initial test shall be confirmed by using gas chromatography/mass spectrometry (GC/MS) procedures. Only urine specimens that produce a positive test result on both the initial test and the GC/MS confirmation test shall be reported as a positive test result. When reporting a positive test result derived from a urine specimen, the laboratory shall state the specific substance(s) for which the test is positive and report the quantitative results of both the screening and the GC/MS confirmation test in nanograms per milliliter.
- (b) Laboratory Certification. Any laboratory used to perform testing pursuant to this Agreement shall be certified or eligible for certification by the (name of accrediting agency, i.g. National Institute on Drug Abuse, State Department of Health, etc.).
- (c) If a test result is confirmed positive, the split sample shall be preserved and reserved for independent analysis at the option and cost of the employee by a laboratory selected by the employee whose urine tested positive. The employee shall bear all costs associated with the testing of the split sample.
- (d) All test results shall be treated with the same confidentiality as other employee medical records and shall not be released to any person other than the board of police commissioners, or in their absence the town board, without the written consent of the employee.
- (e) Testing shall be conducted in a manner to ensure that the employee's legal drug use does not affect the test results. The employee must document any prescription medication he/she is taking.
- (f) The employee shall have access to information on the testing procedures and methods. A copy of the test results shall be provided to the employee.
- (g) The cost and expense of initial testing shall be fully absorbed by the Town without any costs or charge back to the employee. This does not pertain to split sample analysis, where the employee shall bear the cost and expense of testing.

#### Section 5      Chemical Dependency

- (a) On a first prohibited conduct event, an employee whose urine tests positive for drugs or alcohol as herein shall be evaluated by a physician, counseled by a qualified substance abuse professional as may be appropriate and treated for rehabilitation if required, consistent with the town's medical coverage therefore as attached hereto. Any costs not covered by insurance shall be the responsibility of the employee. On a first prohibited conduct event the employee shall not be disciplined on the basis of a positive

test (unless there is evidence the employee was selling or distributing drugs or consuming alcohol during a restricted period). The employee must be evaluated by a S.A.P. and timely follow the S.A.P. recommended course of treatment. Refusal to timely comply with the S.A.P. treatment recommendations may result in appropriate disciplinary action as provided in Article VIII herein. Employees whose urine test positive for drugs or alcohol for the first time will not incur any costs except the normal deductibles or any costs not covered by the Town's medical plans.

(b) In no event shall a first positive test result be the basis for any criminal prosecution, except as specified in Section 2(a) above. This does not prohibit possible criminal prosecution for the sale or distribution by an employee of a drug during a restricted period.

(c) An employee undergoing evaluation and or treatment as a result of a first positive test shall receive his usual compensation and fringe benefits subject to the provisions of Section 5 (a) above; all leave accumulations provided for in the agreement may be utilized for this purpose. The employee must provide a release to the town to monitor compliance with the treatment program recommended by S.A.P. and must timely comply with all S.A.P. recommendations. Failure to comply shall allow town to pursue disciplinary action.

(d) The parties agree to review a drug and alcohol policy promulgated by Foley to see if they want to utilize it. Both parties must agree to do so. If one or both parties do not agree, this policy shall remain in full force and effect until modified by the parties in writing.

## ARTICLE XXI - PROCEDURE FOR THE IMPLEMENTATION OF GENERAL MUNICIPAL LAW, SECTION 207-c

### Section 1. INTENT

(a) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the Town of North Greenbush, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-c.

(b) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c of the General Municipal Law.

(c) The term "Officer," as used herein, shall include all full-time sworn members of the Police Department who perform police duties.

## Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

(a) An Officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make, personally or through his representative, written notice and application for those benefits to the Chief, or his designee, within ten (10) working days of when the Officer reasonably should have known that the illness or injury would give rise to the claim on the form which is made a part of this procedure. The ten (10) working day period can be excused for good cause shown.

(b) The Officer shall provide authorization for the Town to obtain copies of his medical records for treatment from his treating physician or other health care provider and relating to the injury or illness giving rise to the disability and the body part involved and the Town will provide the Officer, without cost, a copy of the records and reports produced by any physicians or other experts who examine the Officer on behalf of the Town.

### (c) Confidentiality

Medical authorizations and/or medical records provided by the Officer or the Officer's treating and/or Town's examining physician shall be used solely by the Town to carry out its rights and obligations under GML 207-c, administering the contractual 207-c procedures, or where release is authorized or required by law. Such authorizations and/or medical records shall be kept and maintained strictly confidential and shall not be disclosed to or discussed with any persons other than the Chief and other persons involved in and responsible for making, or assisting in the making, and/or litigating determinations of eligibility for GML 207-c benefits. Toward that end, such records and/or documentation shall be placed in a sealed envelope, delivered to the Chief and maintained in a medical file which is separate and distinct from the Officer's personnel file and located in a separate locked cabinet. If necessary in order to make a determination as to eligibility for 207-c benefits or return to light or full duty, the Chief may examine the medical records and/or documentation received; however, such inspection shall be conducted in private and outside the presence of other police department personnel.

## Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

(a) The Officer shall be placed on sick leave pending determination of his eligibility for Section 207-c benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the Officer has no available sick leave he may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that a timely determination is not made, the Officer shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the employee if it is determined that he is ineligible for the 207-c benefit.

(b) In the event that it is determined that the Officer is entitled to Section 207-c benefits, the Town shall credit back to him all leave which he expended prior to the determination.

(c) In the event that it is determined that the Officer is not entitled to Section 207-c benefits, he will be permitted to use accrued sick leave, vacation, personal leave, and compensatory time provided he remains medically unable to perform the duties of his position.

#### Section 4. BENEFIT.DETERMINATIONS

(a) The Town shall promptly review an Officer's application for Section 207-c benefits and shall determine his eligibility within fifteen (15) working days after the Chief receives the application:

(b) In determining the application the Town may require a more detailed statement from the Officer than that contained on the application. The Town may take statements from witnesses and may send the Officer to a physician or physicians of its choice for examination at the Town's expense.

(c) The determination of the Chief will be made in writing to the Officer, setting forth the basis for the determination. In the event that the application is denied, the Town will simultaneously provide the Officer, without cost, a copy of all medical information produced or acquired by it, in connection with the Officer's application and determination for Section 207-c benefits. The Town will continue to provide the Officer with additional medical information subsequently produced or required.

#### Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chiefs designee, may assign a disabled Officer specified light duties, consistent with his/her status as an Officer. The Chief, or the Chiefs designee, prior to making a light duty assignment, shall advise the Officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an Officer may submit to the Chief, or the Chiefs designee, any document or other evidence in regard to the extent of his/her disability. The Chief, or the Chiefs designee, may cause a medical examination or examinations of the Officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Officer's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chiefs designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. An Officer ordered to light duty shall be provided with a copy of the detailed light duty statement and the medical report supporting the order to light duty. Further, if an officer is ordered to light duty and he/she fails to provide medical documentation contesting said light duty, his/her benefits will cease until a determination is made pursuant to Section 7 of this procedure with regard to the Officer's physical ability to perform the light duty assignment. In the event the officer provides medical documentation to contest the light duty order, the benefits of 207 will continue until a hearing, pursuant to Section 7 of this procedure is held. It is understood that assignment to light duty is in the nature of a "make work" assignment and that

an Officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

#### Section 6. TERMINATION OF BENEFITS

(a) Salary or wages provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law.

(b) Any other termination will be subject to review pursuant to Section 7 of this Procedure.

#### Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that the Town denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether an Officer is capable of performing a specific light duty assignment, the matter will be submitted directly to an arbitrator mutually selected by the parties. In the event the parties cannot agree, the matter will be submitted to PERB and the parties agree to use PERB's arbitration procedure. The party seeking to utilize this Dispute Resolution Procedure shall forward to the other the Demand for Arbitration. The determination of the arbitrator shall be final and binding on the Town and the Officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally.

#### Section 8. DISABILITY RETIREMENT

Consistent with Section 207-c, the Town may file an application on the Officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law.

#### Section 9. CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-c, for a period of six (6) months or less, an Officer shall continue to accrue all economic fringe benefits (i.e., holiday pay, clothing allowance, leave accruals, etc. . . ) provided by the Collective Bargaining Agreement. After six (6) months in any calendar year or continuous period of time, the Officer receiving 207-c benefits shall be entitled only to the payment of salary, longevity and health insurance.

### ARTICLE XXII - TERMS OF AGREEMENT

1. This agreement shall become effective as of the signing of the agreement. All monetary sections of the contract shall be honored retroactively upon the signing, a separate check for each item (hourly including overtime, clothing allowance and special pays). This agreement shall terminate on December 31, 2008.

2. If parties hereto fail to agree upon a new contract on or before 12/31/2008 all terms and conditions and benefits set forth in this agreement and all supplements, amendments or modifications that have not expired thereto shall continue in full force and effect until the date of execution of a new agreement.

3. Collective bargaining for a new successor agreement for 2009 shall commence between the parties no later than May 1st 2008.

#### ARTICLE XXIII - GENERAL PROVISIONS

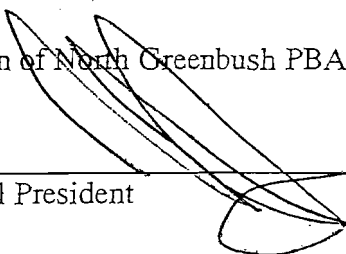
1. All benefits, terms and conditions of employment lawfully in effect at the time of execution of this agreement, and as improved herein, shall be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement.


2. If any article or sub-section thereafter of this agreement or of any supplement or amendment thereto should be held invalid or unenforceable by operation of law or by any court, arbitrator or tribunal, or if compliance with and enforcement of any article or subsection should be restricted by law, the remainder of this agreement and as may be modified or amended shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually acceptable lawful substitute for such article of subsection.

In witness thereof, the parties hereto have executed this agreement inclusive of all provisions and schedules attached hereto.

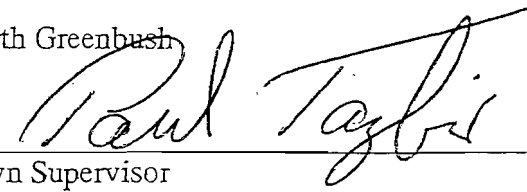
Signed this 21 day of DECEMBER, 2005

Town of North Greenbush PBA

  
\_\_\_\_\_  
Local President

  
\_\_\_\_\_  
Union Vice President

North Greenbush

  
\_\_\_\_\_  
Town Supervisor



## SCHEDULE A

### Wages

1. All wages and salaries of all members of the bargaining unit shall be increased per the attached salary schedule effective and retroactive to January 1, 2003.

1A. In addition to all other benefits contained in this agreement, inclusive of entitlement to longevity, 13 holidays, vacations and other benefits of full-time police officer, all of which are effective retroactive to January 1, 2003, unless otherwise indicated.

2. Sergeants shall receive as part of their base pay, an additional pay each year;

\$3,000.00	Starting Sgt.'s pay
\$4,500.00	Fifth Year as Sgt.
\$6,000.00	Tenth Year as Sgt.
\$7,500.00	Twelfth Year as Sgt.

This is in addition to the \$25.00 per day they receive if assigned as acting chief.

3. In the event the consumer price index of the United States Department of Labor exceeds the average of twelve percent (12%) for any given year in the period between January 1, 2000 and December 31, 2002, there shall be added to the salary and wage increment negotiated for the following year an additional cost of living adjustment computed on the basis of one cent per hour for each one half of one percent increase in the CPI over twelve percent (12%). Such adjustment shall be in the form of a bonus payable in one single lump sum in December of each year and shall be added to and become a part of the minimum annual base salary and shall thereafter be included in the computation of future year wages.

### LONGEVITY

1. Part-time employees will only receive their full longevity payment if they work 600 hours or more the prior year. Those working less will have the pay pro-rated as is the uniform allowance. The only exception to this is if the part-time employee is out of work due to an injury received during his/her employment with the North Greenbush Police.

2. Longevity benefits will be paid on the first Wednesday in June 2006, 2007 and 2008.

Longevity payments are as follows:

# of Years	Full Time Employees	Part Time Employees
4	\$1,820.00	\$965.00
8	\$2,351.00	\$1,230.00
12	\$2,763.00	\$1,436.00
16	\$4,000.00	\$1,642.00

# SCHEDULE A

January 1, 2006 through December 31, 2006			
Police Officer – Full-Time			
	Annual	Regular Hourly	OT Hourly
Start	\$ 37,461.63	\$ 18.0104	\$ 27.0156
1 Year	\$ 40,386.29	\$ 19.4165	\$ 29.1247
2 Year	\$ 42,545.15	\$ 20.4544	\$ 30.6816
3 Year	\$ 44,941.59	\$ 21.6065	\$ 32.4098
5 Year	\$ 45,456.59	\$ 21.8541	\$ 32.7812
7 Year	\$ 47,001.59	\$ 22.5969	\$ 33.8954
10 Year	\$ 49,061.59	\$ 23.5873	\$ 35.3810
Police Officer – Part-Time			
		Regular Hourly	OT Hourly
Start		\$ 14.9169	\$ 22.3753
1 Year		\$ 16.2393	\$ 24.3589
2 Year		\$ 18.1300	\$ 27.1949
3 Year		\$ 18.9071	\$ 28.3606
January 1, 2006 through December 31, 2006			
Dispatchers – Full-Time			
	Annual	Regular Hourly	OT Hourly
Start	\$ 26,905.24	\$ 12.9352	\$ 19.4028
1 Year	\$ 28,401.43	\$ 13.6545	\$ 20.4818
2 Year	\$ 29,900.43	\$ 14.3752	\$ 21.5628
3 Year	\$ 31,503.05	\$ 15.1457	\$ 22.7185
5 Year	\$ 32,018.05	\$ 15.3933	\$ 23.0899
7 Year	\$ 33,563.05	\$ 16.1361	\$ 24.2041
10 Year	\$ 35,623.05	\$ 17.1265	\$ 25.6897
Dispatchers – Part-Time			
		Regular Hourly	OT Hourly
Start		\$ 9.4652	\$ 14.1978
1 Year		\$ 10.1263	\$ 15.1895
2 Year		\$ 10.9035	\$ 16.3552
3 Year		\$ 11.6343	\$ 17.4514

January 1, 2007 through December 31, 2007			
Police Officer – Full-Time			
	Annual	Regular Hourly	OT Hourly
Start	\$ 38,585.47	\$ 18.5507	\$ 27.8261
1 Year	\$ 41,597.88	\$ 19.9990	\$ 29.9985
2 Year	\$ 43,821.50	\$ 21.0680	\$ 31.6020
3 Year	\$ 46,289.84	\$ 22.2547	\$ 33.3821
5 Year	\$ 46,820.29	\$ 22.5098	\$ 33.7646
7 Year	\$ 48,411.64	\$ 23.2748	\$ 34.9122
10 Year	\$ 50,533.44	\$ 24.2949	\$ 36.4424
Police Officer – Part-Time			
		Regular Hourly	OT Hourly
Start		\$ 15.3644	23.0466
1 Year		\$ 16.7365	\$ 25.0897
2 Year		\$ 18.6739	\$ 28.0108
3 Year		\$ 19.4743	\$ 29.2115
January 1, 2007 through December 31, 2007			
Dispatchers – Full-Time			
	Annual	Regular Hourly	OT Hourly
Start	\$ 27,712.39	\$ 13.3233	\$ 19.9849
1 Year	\$ 29,253.47	\$ 14.0642	\$ 21.0963
2 Year	\$ 30,797.44	\$ 14.8065	\$ 22.2097
3 Year	\$ 32,448.15	\$ 15.6001	\$ 23.4001
5 Year	\$ 32,978.60	\$ 15.8551	\$ 23.7826
7 Year	\$ 34,569.95	\$ 16.6202	\$ 24.9302
10 Year	\$ 36,691.75	\$ 17.6403	\$ 26.4604
Dispatchers – Part-Time			
		Regular Hourly	OT Hourly
Start		\$ 9.7491	\$ 14.6237
1 Year		\$ 10.4301	\$ 15.6452
2 Year		\$ 11.2306	\$ 16.8459
3 Year		\$ 11.9833	\$ 17.9749

January 1, 2008 through December 31, 2008			
Police Officer – Full-Time			
	Annual	Regular Hourly	OT Hourly
Start	\$ 39,743.04	\$ 19.1072	\$ 28.6608
1 Year	\$ 42,845.81	\$ 20.5989	\$ 30.8984
2 Year	\$ 45,136.15	\$ 21.7001	\$ 32.5501
3 Year	\$ 47,678.53	\$ 22.9224	\$ 34.3836
5 Year	\$ 48,224.89	\$ 23.1850	\$ 34.7776
7 Year	\$ 49,863.99	\$ 23.9731	\$ 35.9596
10 Year	\$ 52,049.44	\$ 25.0238	\$ 37.5357
Police Officer – Part-Time			
		Regular Hourly	OT Hourly
Start		\$ 15.8253	23.7380
1 Year		\$ 17.2283	\$ 25.8424
2 Year		\$ 19.2341	\$ 28.8511
3 Year		\$ 20.0585	\$ 30.0878
January 1, 2008 through December 31, 2008			
Dispatchers – Full-Time			
	Annual	Regular Hourly	OT Hourly
Start	\$ 28,543.77	\$ 13.7230	\$ 20.5844
1 Year	\$ 30,131.07	\$ 14.4861	\$ 21.7291
2 Year	\$ 31,721.36	\$ 15.2507	\$ 22.8760
3 Year	\$ 33,421.59	\$ 16.0681	\$ 24.1021
5 Year	\$ 33,967.95	\$ 16.3307	\$ 24.4961
7 Year	\$ 35,607.04	\$ 17.1188	\$ 25.6782
10 Year	\$ 37,792.50	\$ 18.1695	\$ 27.2542
Dispatchers – Part-Time			
		Regular Hourly	OT Hourly
Start		\$ 10.0416	\$ 15.0624
1 Year		\$ 10.7430	\$ 16.1146
2 Year		\$ 11.5675	\$ 17.3512
3 Year		\$ 12.3428	\$ 18.5142

## SCHEDULE B

### Medical Release

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me in connection with injuries or illness sustained or incurred in connection with an incident occurring on or in connection with any prior treatment or care for previous injuries to the same body parts which *were* injured *in such* incident, or any hospital at which I have been examined or treated in connection with such injury or illness, to furnish the Town of North Greenbush, information which may be requested regarding treatment rendered for such injuries or illness and the body part involved.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Printed name of Officer

\_\_\_\_\_  
Date

Date of Incident: \_\_\_\_\_

Body Part Affected: \_\_\_\_\_

New York State Policemen's & Firemen's  
Retirement System Governor Smith State  
Office Building Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the Town of North Greenbush Police Department, I hereby submit the following report:

Name of injured Police Officer \_\_\_\_\_ Registration Number \_\_\_\_\_

Address \_\_\_\_\_

Date of incident \_\_\_\_\_ Time of incident \_\_\_\_\_

Description of injury \_\_\_\_\_

\_\_\_\_\_

Medical care required \_\_\_\_\_

\_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

Signature of Officer \_\_\_\_\_

Witness to injury \_\_\_\_\_

Date \_\_\_\_\_

Town of North Greenbush Police Department

General Municipal Law Section 207-c Application

1. \_\_\_\_\_  
Name of officer
2. \_\_\_\_\_  
Address
3. \_\_\_\_\_ 4. \_\_\_\_\_  
Telephone number Age
5. \_\_\_\_\_  
Name of supervisor
6. \_\_\_\_\_  
Current job title
7. \_\_\_\_\_  
Occupation at time of injury/illness
8. \_\_\_\_\_  
Length of employment
9. \_\_\_\_\_ 10. \_\_\_\_\_ 11. \_\_\_\_\_  
Date of incident Day of Week Time
- 12.a. \_\_\_\_\_  
Name of witness(es)
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- 13.a. \_\_\_\_\_  
Name of co-employees at the incident site
- b. \_\_\_\_\_
- c. \_\_\_\_\_
14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) \_\_\_\_\_



15. Where did the incident occur? Specify. \_\_\_\_\_

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factor's led up to or contributed. Use additional sheets if necessary.) \_\_\_\_\_

17. When was the incident first reported? \_\_\_\_\_

To whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness (if any) \_\_\_\_\_

18. Was first aid or medical treatment authorized? \_\_\_\_\_

By whom \_\_\_\_\_

Time \_\_\_\_\_

19. Name and address of attending physician \_\_\_\_\_

20. Name of hospital \_\_\_\_\_

21. State nature of injury and part or parts of body affected \_\_\_\_\_

22. Will the officer be returning to duty? \_\_\_\_\_

When? \_\_\_\_\_

Date of report

\_\_\_\_\_, New York

\_\_\_\_\_  
Signature of injured officer

State of New York )

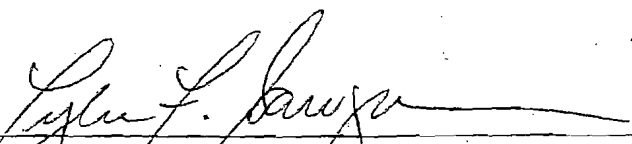
County of Rensselaer ) ss.:

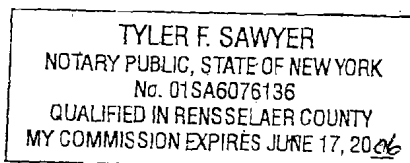
PAUL J. TAZBIR, JR )

JOHN JURS

CHRISTOPHER MARSH, being duly sworn, deposes and says that ~~he/she has~~ <sup>THEY HAVE</sup> read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this 21<sup>ST</sup> day of DECEMBER, 2005.

  
NOTARY PUBLIC COMMISSIONER OF DEEDS



\* There was no page 33 included in this  
Contract when all parties signed on  
December 21, 2005.

